

NAVAL MISSION

Agreement signed at Washington May 24, 1945

Entered into force May 24, 1945

Extended by agreement of May 22 and October 12, 1948¹

Superseded by agreement of February 15, 1951²

59 Stat. 1505; Executive Agreement Series 468

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHILE

In conformity with the request of the Government of the Republic of Chile to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a Naval Mission to the Republic of Chile under conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Mission is to cooperate with the Ministry of National Defense of the Republic of Chile and with the officers of the Chilean Navy, with a view to enhancing the efficiency of the Chilean Navy.

ARTICLE 2. This Mission shall continue for a period of three years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of Chile, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

If, for any reason, it is desirable to recall any member of the Mission before the expiration of a two-years' tour of duty, such recall shall be made by mutual consent of the two countries concerned, and the request for that recall may be initiated by either country.

ARTICLE 3. If the Government of the Republic of Chile should desire that the services of the Mission be extended beyond the stipulated period, it

¹ Not printed.

² 2 UST 535; TIAS 2202.

shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of three years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Chile at any time during a period when either Government is involved in domestic or foreign hostilities.

TITLE II

Composition and Personnel

ARTICLE 6. This Mission shall consist of such personnel of the United States Navy as may be agreed upon by the Ministry of National Defense of the Republic of Chile through its authorized representative in Washington and by the Navy Department of the United States of America.

TITLE III

Duties, Rank, and Precedence

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Ministry of National Defense of the Republic of Chile and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Ministry of National Defense of the Republic of Chile through the Chief of the Mission.

ARTICLE 9. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Navy, and wear the uniform thereof. The precedence of the officers who compose the Mission, with respect to Chilean officers, shall be determined by their respective ranks and seniority.

ARTICLE 10. Each member of the Mission shall be entitled to all the benefits and privileges which the regulations for the Chilean Navy provide for Chilean officers and subordinate personnel of corresponding rank.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Navy.

ARTICLE 12. In case of war between Chile and any other nation, the duties of the members of the Mission shall be immediately suspended and the Mission shall terminate within thirty days. In the case of other hostilities involving the Government of the Republic of Chile, the duties of the members of the Mission shall be immediately suspended, and at the option of the Government of the United States of America the Mission may be withdrawn immediately.

TITLE IV

Compensation and Perquisites

ARTICLE 13. Members of the Mission shall receive from the Government of the Republic of Chile such net annual compensation expressed in United States currency as may be agreed upon between the Government of the United States of America and the Government of the Republic of Chile for each member. This compensation shall be paid in twelve (12) equal monthly instalments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Chile or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of National Defense of the Republic of Chile in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 14. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 15. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Chile, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 16. Each member of the Mission and his family shall be furnished by the Government of the Republic of Chile with first-class accommodations for travel, via the shortest usually traveled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in the Republic of Chile, both for the outward and for the return voyage. The Government of the Republic of Chile shall also pay all expenses of shipment of household effects, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the

Republic of Chile, as well as all expenses incidental to the transportation of such household effects, baggage, and automobile from the Republic of Chile to the port of entry in the United States of America. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects, and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the Ministry of National Defense of the Republic of Chile, shall not be required under this Agreement, but shall be determined by negotiations between the Navy Department of the United States of America and the authorized representative of the Ministry of National Defense of the Republic of Chile in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

In case any member of the Mission is recalled, as indicated in Article 2, before two years of service have been completed, the above-mentioned costs of travel for the member and his family, and the transportation costs for his household effects, baggage, and automobile, shall be borne by the Government of the United States of America for the return voyage.

ARTICLE 17. The Government of the Republic of Chile shall grant, upon request of the Chief of the Mission, exemption from customs duties on articles imported by the members of the Mission for their personal use and for the use of members of their families.

ARTICLE 18. Compensation for transportation and traveling expenses in the Republic of Chile on official business of the Government of the Republic of Chile shall be provided by the Government of the Republic of Chile in accordance with the provisions of Article 10.

ARTICLE 19. The Government of the Republic of Chile shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur, and when necessary an airplane, or a launch, properly equipped, shall on call be made available by the Government of the Republic of Chile for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 20. The Government of the Republic of Chile shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 21. If any member of the Mission, or any of his family, should die in the Republic of Chile, the Government of the Republic of Chile shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Chile shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered

to have terminated fifteen (15) days after his death. Return transportation to the port of embarkation for the family of the deceased member and for their household effects, baggage, and automobile shall be provided as prescribed in Article 16. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Republic of Chile, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Requisites and Conditions

ARTICLE 22. It is stipulated and agreed that so long as the Mission is in the discharge of its duties in conformity with this Agreement, or any extension thereof, the Government of the Republic of Chile shall not engage the services of another Mission or naval personnel of any other government for the duties and purposes provided for in this Agreement, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Chile.

ARTICLE 23. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 24. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 25. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 26. The leave specified in the preceding Article may be spent in the Republic of Chile, in the United States of America, or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 27. The Government of the Republic of Chile agrees to grant the leave specified in Article 25 upon receipt of written application, approved

by the Chief of the Mission with due consideration for the convenience of the Government of the Republic of Chile.

ARTICLE 28. Members of the Mission who may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 29. The Government of the Republic of Chile shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Ministry of National Defense of the Republic of Chile, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in the Republic of Chile shall be paid by the Government of the Republic of Chile. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence, but if he is an enlisted man the cost of subsistence shall be paid by the Government of the Republic of Chile. Families shall enjoy the same privileges agreed upon in this Article for the members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10. The Government of the Republic of Chile shall not be responsible for any indemnity in case of permanent disability to a member of the Mission.

ARTICLE 30. Any member of the Mission unable to perform his duties with the Mission by reason of long-continued physical disability shall be replaced within three months.

ARTICLE 31. The members of this Mission are permitted and may be authorized to represent the United States of America on any commission and in any other capacity having to do with military cooperation or hemispheric defense without prejudice to this contract.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this agreement in duplicate, in the English and Spanish languages, at Washington, this twenty-fourth day of May, one thousand nine hundred forty-five.

For the United States of America:

JOSEPH C. GREW [SEAL]

For the Republic of Chile:

ARTURO BASCUÑÁN [SEAL]